

SILVER STAR CONSTRUCTION COMPANY, INC.

HAULING SERVICE AGREEMENT

THIS AGREEMENT made as of the 7 day of February, 2019, by and between
(Hauler's name) Valle Trucking at address:
2449 SW 90th St. OKC, OK 73159

hereafter referred to as "HAULER", and SILVER STAR CONSTRUCTION COMPANY, INC., and all of Silver Star Construction Company's subsidiaries including but not limited to Paving Materials Incorporated, Paving Materials of Southern Oklahoma, R&H Bridge Co. and Accurate Points Surveying, hereinafter referred to as "SILVER STAR". Silver Star's address of record shall be 2401 S. Broadway, Moore, Oklahoma 73160.

WHEREAS, SILVER STAR is engaged in the paving, grading, excavation and heavy construction business, and various operations thereto. Silver Star's operations requires the need for the transportation of various materials or equipment (hereinafter referred to as "materials");

WHEREAS, HAULER is an independent contractor engaged in the business of delivering, transporting and/or hauling various types of freight and materials by motor vehicle on behalf of others, pursuant to agreements or contracts with various third parties;

WHEREAS, HAULER has voluntarily solicited from SILVER STAR the opportunity to deliver, transport and/or haul materials for SILVER STAR as an independent contractor and not as an employee of SILVER STAR.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

I. TERM OF AGREEMENT AND GENERAL TERMS: This Agreement shall be in full force at any time the HAULER is hauling for, or under the dispatch of SILVER STAR. During that time HAULER agrees to utilize its own equipment and/or vehicles, wholly owned and/or leased by HAULER, as may be necessary to transport, deliver, haul, load, and/or unload such materials as SILVER STAR shall request from time to time.

Due to the nature of the construction industry, SILVER STAR's projects and the nature of the materials to be transported, hauled, and/or delivered, HAULER acknowledges and agrees that TIME IS OF THE ESSENCE in hauling materials pursuant to this agreement, and that HAULER will use equipment of the type commonly used within the industry for transporting, delivering and hauling such materials. HAULER agrees to promptly pick up the materials from the location(s) designated by SILVER STAR and HAULER will choose the route to the destination designated by SILVER STAR. HAULER will make all decisions with regard to the method it transports the materials and SILVER STAR shall have no control over the method of how HAULER conducts its business. HAULER agrees to, and shall bear the full responsibility of

observing each and all legal and regulatory requirements in the performance of transporting, delivering and hauling under this Agreement.

Furthermore, HAULER SHALL:

- A. Maintain the exclusive possession, control and use of all of the equipment that may be required to fulfill the requirements of this Agreement.
- B. Do all other things necessary, and in good faith, to provide the services provided for in this Agreement, in accordance with all applicable laws, regulations, published tariffs, bills of lading, and any other valid authorities.
- C. Fully maintain HAULER'S equipment at HAULER'S own expense, providing all necessary equipment to safely haul SILVER STAR materials such as tarps, aprons, tail gate seals, etc. HAULER shall also provide at his expense repairs, fuel, oil, tires, road use taxes, tolls, fines, moving and weight violations, plates, trip permits and any other levies, expenses or assessments arising from HAULER's operation of equipment;
- D. To the fullest extent allowable by law, **hold SILVER STAR harmless** as to any and all Federal, State and local governmental agencies on account of withholding, employment taxes or any other actions arising from HAULER'S operations;
- E. Maintain a policy or policies of insurance coverage, as set forth more particularly herein, which provide contractual liability coverage and which shall also name SILVER STAR as an additional insured on the policy or policies.

2. INDEMNITY: To the fullest extent permitted by law, HAULER agrees to hold harmless and unconditionally indemnify SILVER STAR against any and all liability for costs, expenses, claims and damages, including attorney fees and all other costs of defense, which SILVER STAR may at any time suffer or incur, or become liable for, by reason of any accidents, damages or injuries sustained either to persons or property, including but not limited to employees or agents of Silver Star and/or Hauler, and/or any third parties, arising out of the services performed by HAULER pursuant to this Agreement, regardless of whether such injury or damage was caused in whole or in part, to any degree, by HAULER. It is the express intent of the parties to this Agreement that the indemnity obligations described herein are for the benefit of SILVER STAR unless the injury or damage sustained arose directly from SILVER STAR's negligence. It is also the express intent of the parties to this Agreement that the indemnity obligations hereunder apply to injury and/or damages sustained to any person or property, and that no remedy provided to the HAULER'S employees under any applicable workers' compensation act shall operate to circumvent the obligations as referenced in this Agreement.

3. INSURANCE:

- A. HAULER agrees to purchase and maintain a commercial general

liability insurance policy or policies, providing coverage for damage to both property and injury to persons, expressly insuring HAULER'S indemnity obligations above, in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, and including coverage for losses falling within the "products-completed operations hazard".

B. HAULER further agrees to purchase an applicable commercial motor vehicle insurance policy, providing coverage for both damage to property and injury to persons, expressly insuring HAULER'S indemnity obligations referenced above, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit.

C. HAULER agrees to name SILVER STAR as an additional insured under its commercial general liability and automobile policies referenced herein, on a primary and non-contributory basis, without restriction as to fault or liability. HAULER agrees to furnish SILVER STAR with Certificates of Insurance identifying each carrier and policy, evidencing HAULER'S compliance with the obligations as set forth in this Agreement, and which state that the coverage afforded under the policy will not be canceled or terminated until at least thirty days written notice is given to SILVER STAR. HAULER further agrees that the insurance provided to SILVER STAR as set forth in the Agreement shall not operate to preclude, circumvent or nullify any obligation assumed by it in paragraph 2 above, to indemnify SILVER STAR for any loss or damage sustained to any person or property.

D. HAULER waives all rights against SILVER STAR and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, business auto liability or workers compensation insurance maintained by HAULER, as required herein.

4. REVENUE: SILVER STAR agrees to pay HAULER an agreed amount per project, per haul. Nothing herein guarantees HAULER a fixed amount of compensation for each project, nor does this Agreement guarantee that HAULER shall continue to contract for its services with SILVER STAR.

5. WORKERS COMPENSATION: HAULER shall hold SILVER STAR harmless from any liability for Workers Compensation arising from the services provided for herein. HAULER agrees that it and its agents, servants, employees, contractors and subcontractors are **independent contractors and not employees or agents of SILVER STAR**. As such, HAULER, its agents, servants, employees and contractors are not covered by any Workers Compensation insurance of SILVER STAR.

Furthermore, HAULER expressly acknowledges that SILVER STAR has no liability under Worker's Compensation laws to HAULER or to any agent servant, employee, contractor or subcontractor of HAULER. HAULER agrees to provide such Workers Compensation insurance as may be required of HAULER by law and to provide proof of such Workers Compensation Insurance coverage, or a valid Affidavit of Exempt Status under the Workers Compensation Act to

SILVER STAR. Should any of HAULER'S agents, servants, employees, contractors or subcontractors bring any claim, action, or suit against SJLVER STAR for injuries received on or in connection with the job set out in the first numbered paragraph of this Agreement, HAULER will defend, indemnity, and hold SILVER STAR harmless from any and all such claims, actions, or suits to the fullest extent allowable by law.

6. OPERATING RESPONSIBILITY: HAULER agrees that upon accepting dispatch from SILVER STAR, it shall promptly report to the designated point for loading of materials to be hauled. Thereafter, HAULER shall be responsible for properly securing any and all materials pertaining to that dispatch, from the time of loading to the completion of unloading, delivery and the acceptance of the materials at the destination. HAULERS agree not to use diesel fuel as a slip agent for transporting asphalt, and are responsible and liable for any shortages to and damage of the materials transported by HAULER. HAULER further agrees that SILVER STAR shall in no way be liable for any damages to the equipment belonging to HAULER unless such damage is caused directly by SILVERSTAR, and SILVER STAR was at fault for such damage.

HAULER further agrees to Indemnity and hold harmless SILVERSTAR and its successors and assigns, from any claims, actions, liability or suits filed against SILVER STAR arising from HAULER'S operations. Such indemnification shall not be limited to the limits of the policy or policies of insurance providing insurance coverage as set forth herein. In the event that my claim is asserted against SILVER STAR, SILVER STAR shall provide HAULER with written notice of same. Thereafter HAULER shall, at its own expense, defend, protect and hold harmless SILVER STAR against all such claims.

If HAULER shall fail to duly defend and/or indemnity and hold SILVER STAR harmless, SILVER STAR shall have the full right to defend, pay, or settle said claim(s) on its own behalf without further notice to HAULER. SILVER STAR shall then have full rights of recourse against HAULER for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim(s). Notices to HAULER shall be sent to the address listed herein by HAULER, unless HAULER notifies SILVERSTAR in writing of a different address for such purpose.

7. EMPLOYMENT BENEFITS: Because HAULER is engaged in HAULER'S own independently established business, HAULER is not eligible for, and shall not participate in, any employee pension, stock bonus, health, or any other fringe benefit plan or plans of SJLVER STAR.

8. AGREEMENT TERMINATION/CANCELLATION: In the event that either party commits a material breach of any term of this Agreement or any act exposing the other party to liability to third parties for personal injury or propeliy damage, the non-breaching party shall have the right to terminate this Agreement immediately and hold the party committing the breach liable for damages recoverable under law. In any event, this Agreement may be cancelled by either party upon written notice to the other party mailed or delivered at least fifteen (15) days prior to the date of cancellation. The parties shall deal with each other in good faith during said fifteen (15) day period, and shall not unduly interfere with the other parties' business.

9. NON-WAIVER: The failure of either party to exercise any of its rights under this

Agreement shall not be deemed a waiver of such rights or a waiver of any subsequent breach.

10. NO AUTHORITY TO BIND SILVER STAR: HAULER has no authority to enter into contracts or agreements on behalf of SILVER STAR. This Agreement does not create a partnership or joint venture between the parties. HAULER understands and agrees that it is not an agent or representative of SILVERSTAR for any purpose whatsoever.

11. DECLARATION BY INDEPENDENT CONTRACTOR: HAULER declares that it in full compliance with all federal, state and local laws and regulations regarding business permits, taxes, certificates, tags and licenses that may be required to carry out the work to be performed under this Agreement.

12. HOW NOTICES SHALL BE GIVEN: Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

13. CHOICE OF LAW: Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the Laws of the State of Oklahoma, in a court of competent jurisdiction.

14. SAFETY ISSUES: HAULER acknowledges that he or she has received a copy of Exhibit "A" to this Agreement, the "Silver Star Construction Company - Safety Issues and Concerns for Independent Hauling Contractors" and acknowledges that he/she has thoroughly read that document and agrees to abide by the issues and concerns set forth therein.

15. SEVERABILITY: If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

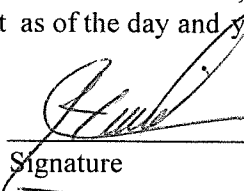
16. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

17. OPPORTUNITY TO CONSULT LEGAL COUNSEL: Each party hereto agrees that it has had an opportunity to consult with legal counsel of its own selection prior to entering into this Agreement, and that it has entered into this Agreement as its own free act and deed.

18. ATTORNEY FEES AND COSTS: Each party agrees that if either party attempts the enforcement or interpretation of any provision or issue arising from this agreement, through litigation, mediation or arbitration, the prevailing party to such action is entitled to recover its attorneys fees and costs arising from such action, from the non-prevailing party.

IN WITNESS WHEREOF, both parties hereto intending to be legally bound, have executed this Agreement as of the day and year first above written above.

HAULER:


Signature

Fredy Valle

Print Name

Valle Trucking

Name of Business

2449 SW 90th St

Address

OKC, OK, 73159

City, State, Zip

REDACTED SSN/EIN

SSN/EIN

405-410-4019

Cellular Phone 405-410-4019

valleana16@yahoo.com

Email address

Type of Business Entity:

☒ Sole Proprietorship ☐ Partnership ☐ Corporation

SILVER STAR CONSTRUCTION COMPANY, INC.:

By:


Signature

Print Name:

Steve Ham

Title:

President

2401 South Broadway Street
Moore, Oklahoma 73160

Telephone: (405) 793-1725

SILVER STAR CONSTRUCTION COMPANY, INC.

SAFETY ISSUES AND CONCERNS FOR INDEPENDENT HAULING CONTRACTORS

Exhibit "A" to Silver Stars' Independent Hauling Service Agreement

Silver Star's independent hauling contractors must assist us in providing the safest possible roadway and construction environments possible!

1. Silver Star will not tolerate speeding, especially in the construction work zones and plant sites. While on Silver Star projects or company property, hard hats must be worn at all times when you are outside your vehicle. While working on night projects, or projects that are constructed under traffic, we also require you to wear a safety vest as well if you leave your vehicle. We also require that drivers wear appropriate clothing for our industry. OSHA requires that workers must wear: long pants, no sleeveless shirts, and appropriate closed toe foot wear.

2. The flag person, pilot car, and traveling public have the right-of-way when coming to or leaving work zones, plant sites, or our facilities.

3. To reduce possible backing hazards, Silver Star requires that all motor vehicles that have an obstructed view to the rear be provided with a reverse signal alarm that is audible in the immediate area. Please check your equipment routinely to sure it is working properly.

4. A Silver Star employee must assist you in backing your truck to delivery areas or to other equipment. If an employee is not available, do not back up to unload until a Silver Star employee advises you that it is safe to do so.

5. Cell phones are a vital part of everyone's business. However, cell phones are a major source of distraction while driving. For that reason, it is a requirement that you do not attempt to operate a cell phone, including talking on your cell phone or texting, while you are backing, unloading and loading in construction work zones or at plant sites. We also expect and require that you exercise common sense and, as much as possible, refrain from talking on your phone while driving.

6. At our asphalt plants, quarries, or construction sites, mine trucks, loaders or heavy equipment of any kind have the right-of-way at all times. You need to make contact with the operator so they can see you to prevent any accidents.

7. Occasionally, but not frequently, a rim or tire can be damaged when the paving machine engages the attaching device on a hauler's truck. If this should happen to you, it is your responsibility to IMMEDIATELY contact the Silver Star Supervisor on the job so a report can be made and an investigation can occur.

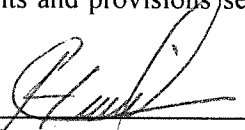
If you see that the attaching device has not engaged properly, you should wait to raise your bed to unload, and make sure that the paver operator knows there is a problem

so he can make an adjustment. Silver Star will NOT pay for damage to your truck if it is not reported to the supervisor at the time the incident occurs, or if the damage is not directly caused by Silver Star equipment and/or employees.

Thank you for your cooperation regarding these very important matters and your continued support and assistance in maintaining a safe workplace. We must work together and stay alert at all times. Your safety, wellbeing and life, as well as the safety and lives of others, depend on it!

CERTIFICATE OF RECEIPT:

I hereby acknowledge that I have received, and carefully read and understand the contents and provisions set forth above:



Signature

Fredy Valle

Print Name

2/7/19

Date of Receipt